

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

ALTICOR INC., a Michigan corporation, and
AMWAY CORP., a Virginia corporation,

Plaintiffs,

v.

NTB MARKETING INC., a New York
corporation, TBT DEALS LLC, a New York
limited liability company, and TURAL
BENYAGUYEV, a natural person,

Defendants.

Case No. 1:24-cv-01054-PLM-PJG

Hon. Paul L. Maloney

**STIPULATED FINAL JUDGMENT
AND PERMANENT INJUNCTION**

Plaintiffs Alticor Inc. and Amway Corp. (“Plaintiffs”) and defendants NTB Marketing Inc, TBT Deals LLC, and Tural Benyaguyev (collectively, “Defendants”) (collectively, “the Parties”) have stipulated and agreed to entry of this Stipulated Final Judgment and Permanent Injunction pursuant to the Confidential Conditional Settlement and Release Agreement (“Settlement Agreement”) entered into by the Parties. The Parties have approved the substance and form of this Stipulated Final Judgment and Permanent Injunction. Based on the pleadings, the Parties’ Settlement Agreement, and the factual, legal and/or other findings below and for other good cause,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Court has jurisdiction of the subject matter of this action and personal jurisdiction over Defendants.
2. Venue is proper in this Court.

3. The injunctive relief provisions of this Judgment shall apply to Defendants as well as their agents, owners, servants, employees, and those persons or entities in active concert or participation with Defendants.

4. The Parties agree that Plaintiffs have acquired rights to various trademarks that are valid and subsisting, including but not limited to: AMWAY® (U.S. Trademark Registration Nos. 716,672, 847,709, 4,031,832, 4,199,852, 4,289,794, and 4,481,517), NUTRILITE® (Registration Nos. 402,891, 689,389, 2,145,912, 3,535,340, 4,748,189, and 4,478,190), and ARTISTRY® (Registration Nos. 856,184, 1,505,505, 1,519,877, and 4,645,525) as well as other federally-registered trademarks (collectively, the “Amway Trademarks”).

5. Defendants, including anyone acting on Defendants’ behalf or at Defendants’ direction, are hereby permanently restrained and enjoined from:

- (a) advertising, selling, or facilitating the advertisement or sale, through any medium (including all Internet and non-Internet channels), of any goods or products bearing any of the Amway Trademarks, including through any storefront on www.amazon.com (“Amazon”) including: (1) the Amazon storefront that has been known as “One Way Deals” and has a Merchant ID number of A1JCEBRHV2YSDS; (2) the Amazon storefront that has been known as “One Stop Pharma” and has a Merchant ID number of A2Q823P19M3TTV.
- (b) using the Amway Trademarks in any manner, including advertising on the Internet;
- (c) purchasing or acquiring any products bearing any of the Amway Trademarks for the purpose of resale; and

- (d) importing, exporting, manufacturing, producing, distributing, circulating, shipping, selling, offering to sell, advertising, promoting, or displaying **any goods or products** bearing any of the Amway Trademarks.

6. Defendants shall:

- (a) Take all reasonable steps sufficient to monitor and ensure that all persons within their control or employment (whether independent contractors, employees, agents, partners, or otherwise) comply with this Order, including but not limited to by providing a copy of this Order to any person within their control or employment and requiring that such persons adhere to its terms;
- (b) Take all reasonable steps sufficient to monitor and ensure that all persons authorized to act on their behalf, including all officers and principals, comply with this Order; and
- (c) Take all reasonable corrective action with respect to any individual whom Defendants determine is not in compliance with the terms of this Order, which may include training, disciplining, and/or terminating such individual, and notifying Plaintiffs in writing of the underlying conduct.

7. Pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure, this Order is binding upon the following persons who receive actual notice of it: Defendants, Defendants' officers, agents, servants, employees, and attorneys, and other persons who are in active concert or participation with Defendants.

8. This Court shall retain jurisdiction of this matter in law and in equity for the purpose of enforcing and/or adjudicating claims in violation of this Final Judgment and Permanent Injunction. Any such matters shall be raised by noticed motion. The Court shall also retain

jurisdiction to award Plaintiffs amounts for costs, attorneys' fees, and such other relief as may be just and proper arising by reason of any future claim of violation of this Stipulated Final Judgment and Permanent Injunction.

9. Plaintiffs' claims against Defendants are dismissed with prejudice.

10. Plaintiffs and Defendants shall bear their own costs, expenses, and attorneys' fees.

IT IS SO ORDERED.

SIGNED and **ENTERED** this 30th day of December 2024.

/s/ Paul L. Maloney
Paul L. Maloney
United States District Judge

AGREED AS TO FORM AND SUBSTANCE:

/s/ Daniel C.F. Wucherer

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